Perunchani Scheme.

* 208 MR. R. CHELLASWAMI NADAR (*Vilavancode—Hindu Nadar*): Will the Hon' ble Minister for Public Work be pleased to state:

(a) the date of starting Work at perunchani:

(b) the progress made till now; and

(c) the time within which the works will be completed?

HON' BLE MR. K. R. ELANKATH

(a) The work at the new Dam site was started on 29-11-1123;

(b) Excavation for foundation of Dam partly carried out, water control arrangements made, diversion channel and certain subsidiary works have been completed and oalyx drill boring is in progress;

(c) The work is expected to be completed before end of 1951 A. D.

എൽ. ടി. പാസ്സായ അദ്ധ്യാപകന്മാർ.

* 210. MR. K. A. MATHEW (*Thiruvella—General*): താഴെപ്പറയുന്ന ചോദ്യങ്ങൾക്ക് ബഹുമാനപ്പെട്ട വിദ്യാഭ്യാസവകുപ്പു മന്ത്രി സദയം മറുപടി പറയുമോ?

(എ) പ്രൈവറ്റ് സ്കൂളുകളിൽ നിന്ന് ഡിപ്പാർട്ടുമെൻറൽ സ്കൂളുകളിലേക്ക് ൧൯൪൫, ൧൯൪൬ എന്നിവർഷങ്ങളിലേക്ക് എത്ര എൽ. ടി. പാസ്സായ അദ്ധ്യാപകന്മാരെ ഗവണ്മെൻറ് എടുത്തിട്ടുണ്ട്? (ബി) അവരുടെ പ്രൈവറ്റ്സ്കൂളിലെ സർവ്വീസ്ക്രമേ അവരുടെ ശമ്പളവും റാങ്കും നിശ്ചയിക്കുന്നതിൽ പരിഗണിപ്പാൻ മടിയുണ്ടാകുമോ?

HON' BLE MR. N. KUNJURAMAN (a) (*b*) 30. The length of service of the candidates in private schools is not taken into account in assigning them rank in the department. They are ranked only according to the date of their appointment in the Department. However, the length of their service in private schools has been reckoned in assigning them a stage in the scale of pay to which they were recruited as teachers in the Department.

മോഹമണൽവ്യവസായം.

* 211 MR. KALATHIL VELAYUDHAN NAIR (*Changanacherry II—General*):

താഴെ കണ്ടന്ന ചോദ്യങ്ങൾക്ക് ബഹു: വ്യവസായ മന്ത്രി സദയം മറുപടി പറയുമോ?

LIBRARY ARCHIVES Kerala Legislative Assembly

[Mr. Kalathil Velayudhan Nair].

എ) ലോഹമണൽ വ്യവസായം സംബന്ധിച്ച് ഗവണ്മെൻറ് മണൽ കയറ്റി അയയ്ക്കുന്ന കമ്പനികളും തമ്മിൽ വല്ല ഉടമ്പടികളും ഉണ്ടോ?

ബി) ഉണ്ടെങ്കിൽ ഉടമ്പടിയുടെ A പകർപ്പു മേശമേൽ വയ്ക്കാൻ ഭയവുണ്ടാകുമോ?

സി) ഈ ഉടമ്പടിയിലേ വ്യവസ്ഥകളേ പുനഃപരിശോധന ചെയ്യണമെന്ന് ആരെങ്കിലും ആവശ്യപ്പെട്ടിട്ടുണ്ടോ?

ഡി) ഗവണ്മെൻറ് ടി വ്യവസ്ഥകളേ പുനഃപര്യാലോചിക്കുന്നതിനു ഉദ്ദേശിക്കുന്നുണ്ടോ?

ഇ) ഉണ്ടെങ്കിൽ അതിനുകാരണമെന്ത്?

എഫ്) ലോഹമണൽ വ്യവസായം ഗവണ്മെൻറിൽ നിന്നും നേരിട്ട നടത്തുന്നതിനേപ്പറ്റി ഗവണ്മെൻറ് ആലോചിക്കുന്നുണ്ടോ?

HON'BLE MR. T. K. NARAYANA PILLAI: എ. ഉണ്ട്.

ബി. മേശമേൽ വച്ചിരിക്കുന്നു.

സി. ഉണ്ട്.

ഡി. ഉടമ്പടിയിലേ അടിസ്ഥാനവ്യവസ്ഥകൾ മാറുന്നതല്ല. അനുബന്ധമായ പട്ടികയിലുള്ള വ്യവസ്ഥകളേപ്പറ്റി പുനരാലോചിക്കുന്നതിന് ഗവണ്മെൻറിനു വിരോധമില്ലെന്നുള്ള വിവരം കമ്പനികളേ അറിയിച്ചിട്ടുണ്ട്.

ഇ. പട്ടികയിൽ വിവരിക്കുന്ന കയ്മുതിക്ക് കാലാനുസരണം മാറാം വരുത്തേണ്ട വിലയ്ക്ക് ക്രൂഡിനിരക്കു മുതലായവയുമായി ബന്ധമുള്ളതുകൊണ്ടാണ് ആ സംഗതികൾ ഗവണ്മെൻറ് പുനരാലോചിക്കുവാൻ സമ്മതിച്ചിട്ടുള്ളത്.

എഫ്. ലോഹമണൽ വ്യവസായം ഉടൻതന്നെ ഗവണ്മെൻറിൽ നിന്നും ഏറ്റെടുത്തു നടത്തുന്നതിനേപ്പറ്റി ആലോചിച്ചിട്ടില്ല.

സെറാമിക് ഫാക്ടറി ഉദ്യോഗസ്ഥൻ.

*212. **MR. KALATHIL VELAYUDHAN NAIR** (*Changanacherry II—General*)

താഴെക്കാണുന്ന ചോദ്യങ്ങൾക്ക് ബഹു: വ്യവസായ വകുപ്പുമന്ത്രി സഭയിൽ മറുപടിപറയുമോ?

LIBRARY ARCHIVES Kerala Legislative Assembly

APPENDIX IV.

(*Vide* ANSWER TO QUESTION NO. 211.)

THIS AGREEMENT is made on the twenty-fourth day of September 1946 BETWEEN THE DEWAN OF TRAVANCORE (hereinafter referred to as the Dewan which expression shall where the context so admits be deemed to include his successors in office) acting for and on behalf of the Government of His Highness the Maharaja of Travancore (hereinafter referred to as the Government) of the one part and THE TRAVANCORE MINERALS COMPANY LIMITED a Company incorporated under the English Companies Acts and having its registered office at 2 High Street WOKING in the County of Survey in England (hereinafter referred to as the Company which expression shall where the context so admits be deemed to include its assigns) of the other part WHEREAS.

(i) The Company has for many years been carrying on mining operations in the State of Travancore under various leases and eventually under a lease dated 16th November 1928 which expired on 15th November 1943 and temporary extensions thereof granted by the Government.

(ii) All the mineral sands of Travancore are the exclusive property of the Government and the Government have agreed that the mining dressing and sale of the said sands (except Monazite) shall be carried out by the Company and three other Companies to wit (a) Hopkin and Williams (Travancore) Limited (b) F. X. Pereira and Sons. (Travancore) Limited, (c) The Associated Mineral Company Limited.

NOW in consideration of the premises IT IS HEREBY AGREED and declared as follows:

THIS Agreement relates to the production and marketing of ilmenite and bye-products such as Rutile, Sillimanite, Zircon and Garnet (hereinafter comprehensively referred to as the said minerals).

2. THE Government hereby appoints the Company as Agent for and on behalf of the Government to search for, win work, get, raise, separate and dress the said minerals in such area as may be allotted to it by Government and at the discretion and subject to the previous approval of the Government to export and sell the same. The Company shall jointly with the other Companies mentioned in the preamble constitute an Advisory Committee to help the Government with their recommendations in deciding upon the quantities, the terms and destination of exports. It shall be open to the Government to depute any officer of the Government to attend any meeting of the Advisory Committee.

LIBRARY ARCHIVES Kerala Legislative Assembly

3. (i) For the purposes of its operations within any area or areas allotted to it which are conveniently situated in relation thereto the Company shall use the engines, machinery, plant, dressing floors, furnaces, brick kilns, lime kilns, workshops, storehouses bungalows, godowns, sheds and other buildings works and conveniences which it has already established on lands the property in which is vested in the company and shall maintain the same in efficient working order.

(ii) All buildings, plant, engines, machinery and works erected and maintained by the Company in pursuance of sub-paragraph (i) of this Clause shall be and remain the property of the Company.

4. THE Government shall pay to the Company for its services as Agent a remuneration ascertained as follows:

(i) A fixed sum as per Part I of the Schedule for each ton of each of the said minerals produced and sold (hereinafter referred to as the basic charge).

(ii) In addition, a sum equal to a proportionate part of the difference between the naked at works sale price and the basic charge applicable to particular mineral at the date of sale. These proportions are set forth in Part II of the Schedule.

(iii) The figures in (i) and (ii) above shall remain firm for two years from the date of commencement of this Agreement and shall thereafter be subject to revision by Government provided however that the Company shall have the option to terminate the Agreement if the remuneration fixed by the Government on such revision be not acceptable to it.

5. FOR purposes of calculating remuneration under this Agreement one Rupee shall be taken to be equivalent to one Shilling and six Pence. Should there be any variation in this official rate which acts to the detriment of either party a mutually equitable arrangement should be made to adjust the position. The remuneration payable to the Company as Agent will be retained by the Company out of any proceeds of sales for which it is accountable to the Government and the amount payable to the Government in respect of each invoice shall be paid to the Government as and when it becomes due but final accounts shall be settled annually up to the 30th June of each year, and shall be computed within six months from that date, and payment shall be made to Government of the amount due to them as soon as it has been ascertained by the Auditors in London of the Company for the time being. All sums due to the Government by the Company under or arising out of this Agreement shall be recoverable from the Company under the Travancore Revenue Recovery Act as if they were arrears of revenue.

LIBRARY ARCHIVES Kerala Legislative Assembly

6 SALES of the said minerals shall be effected by the Company at the best price obtainable. A record of such sales shall be kept at the registered office of the Company for the information of the Government.

7. IN ITS CONDUCT OF Mining operations the Company shall—

(i) Take all action necessary to keep all workings as far as possible free from water and foul air.

(ii) Without delay report to the Government the District Magistrate and the nearest police officer any accident which may at any time occur in any pit shaft or working.

(iii) Report to the Government, with full particulars of the nature and position any mineral found other than the said minerals.

(iv) Cause to be made and kept at its principal office in the areas allotted to it correct plans and section of the mines (other than of open workings) opened or worked by it showing as well as the operations and workings carried on as also all views, faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be revised to record any change ascertained by a survey to be made for the purpose at the end of every period of twelve months and hold such plans and sections at the disposal of the Government.

(v) Provide and at all times keep at or near each of its establishments for separating or extracting any of the said minerals a property constructed and efficient weighing machine.

(vi) Save harmless and keep indemnified the Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any damage or injury caused to person or property in the course of its duties as Agent by person of the wilful default or negligence of the Company or its servants or workmen but not otherwise.

8. THE Company shall keep or cause to be kept at its principal office correct accounts in such form as may be agreed by the parties in respect of all matters relevant to this Agreement. All such accounts shall at all times be open to the inspection of the Government.

9. THIS Agreement shall commence to operate from the date hereof and shall continue for a period of 20 years from that date, subject to such modification of its terms in respect of remuneration as may from time to time be decided upon in terms of Clause 4 (iii) of this Agreement.

LIBRARY ARCHIVES Kerala Legislative Assembly

10. At the determination of this Agreement by efflux of time or otherwise the Company as Agent of the Government shall for a period of one year thereafter have the right to sell the stock of minerals produced by them and remaining unsold at the date of such determination on the terms subsisting prior thereto.

11. Every notice by this deed required or authorised to be given to the Company may be giveu to such person resident in the State of Travancore as the Company may appoint for the purpose of receiving notices or if there shall be no such person may be sent by prepaid post to the registered office of the Company in England,

12. The Company shall not without the consent of the Government assign to any person the rights and/or the liabilities created by this Agreement.

13. All questions disputes or differences whatsoever which may at any time arise between the parties hereto touching this Agreement or the subject matter thereof arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by each party to the difference) or to the umpire in accordance with and subject to the provisions of the statutes of Travancore.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

C. P. RAMASWAMI AIYAR,
Dewan of Travancore.

For and on behalf of Travancore Minerals Co. Ltd.,
P. A. HUGHES,
Manager.

LIBRARY ARCHIVES Kerala Legislative Assembly

THE SCHEDULE HEREINBEFORE REFERRED TO

FIRST PART

BASIC CHARGE

Mineral Produced.	*Basic charge per ton.*
1. Ilmenite	British Rupees 12.
2. Rutile (a) First grade (above 95 per cent Ti02)	British Rupees 246·34
(b) Second grade (92 per cent up to 95 per cent Ti02)	British Rupees 196·34
3. Zircon of grade 99 per cent not more than 0·20 per cent Ti02	British Rupees 86·14
4. Sillimanite of grade 99 per cent free from Ti02	British Rupees 86·14
5. Garnet	British Rupees 75·68

SECOND PART

Mineral	*Proportion of difference between N. A. W. sale price and basic charge.*
1. Ilmenite	Twenty five per cent
2. Rutile	Twenty per cent
3. Zircon	Twenty five per cent
4. Sillimanite	Twenty five per cent
5. Garnet	Twenty five per cent

Provided that in any year the total remuneration payable under the second part of this schedule in respect of items 2, 3, 4 and 5 collectively shall not exceed ten per cent of the total capital used in the preparation of those four items.

P. A. HUGHES.

LIBRARY ARCHIVES Kerala Legislative Assembly

Trivandrum,
24th September 1946.

THE ADMINISTRATIVE SECRETARY TO THE DEWAN OF TRAVANCORE, TRIVANDRUM.

Dear Sir,

In addition to the terms and conditions set out in the Mining Agency Agreement dated the 24th September 1946, we undertake as follows :—

(*a*) The Company shall keep a true account of the tailings which are Government property and store them in such manner as the Government may direct if they are not used up for further dressing and refining, any expenditure incurred in complying with Government instructions which is in excess of that taken into account for calculation the basic charge referred to in the Agreement shall be for the account of the Government.

(*b*) We freely give to the Government power to inspect mining operations in the field and operations relating to dressing etc. in the factory.

(*c*) We agree that in negotiating terms of sale of Ilmenite to Travancore Titanium Products Limited we shall give to that Company special concession by way of reduction in selling expenses.

Yours faithfully,

Sd. P. A. HUGHES,
Manager
For and on behalf of the Travancore Minerals Company Limited.
Sd. R F H CROWTHER,
General Manager.
For and on behalf of Hopkin & Williams, (Travancore) Limited.
Sd. J. E. A. PEREIRA,
Governing Director.
For and on behalf of F. X. Pereira & Sons. Travancore) Limited.

LIBRARY ARCHIVES Kerala Legislative Assembly